


STATE OF ALABAMA

COUNTY OF MADISON


20060221000106360 1/8 \$37.25
Madison Cnty Judge of Probate, AL
02/21/2006 02:07:40PM FILED/CERT

RESTRICTIVE COVENANTS
CARRIAGE HILL SUBDIVISION

KNOW BY ALL MEN PRESENTS, that, whereas, BWM Land, LLC, an Alabama Limited Liability Company, hereinafter Called Declarant, is the owner of all the lots and property known as Carriage Hill, a Resubdivision of Lot 1 and Lot 2, Block 1 Edgewater, Probate Book 16, Page 85, and Other Lands, Madison County, Alabama according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama, in Document Number 20060215000096360 and hereinafter known as the Subdivision; and

WHEREAS, Declarant desires before any of the lots in said subdivision are sold or conveyed to other persons, to fix and establish additional restrictions, covenants, conditions, stipulations and reservations as to the use and enjoyment of all the lots or parcels of land located in said subdivisions, in order to establish a uniform plan of development, improvement and orderly sale of the subdivision;

NOW, THEREFORE, the Declarant does by these presents file the following protective covenants, restrictions, reservations and conditions which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and all parties and persons owning lots in said subdivision. Said covenants and restrictions shall apply to the following described property:

1. All Lots shall be used for single-family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling except for common area property that may be used to develop recreational facilities.

2(A). No building shall be erected, placed or altered on any Lot until the construction plans, construction specifications, a plat showing the location of the structure on the Lot and a landscape plan, showing the type, size and location of plants and trees, have been approved by the Architectural Control Committee. The landscape plan must include sod in the front yard of the lot. Approval will be to (1) insure the harmony of the external design with existing or planned structures and (2) to identify location with respect to topography and finish grade elevation. Approval shall be as hereinafter provided.

2(B). The Architectural Control Committee (the Committee) is composed of E. Wayne Bonner, R. Bland Warren, and Joe Murphy. This committee is subject to change periodically and without notice. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. Upon the sale of all of the lots in Carriage Hill Subdivision and when BWM Land, LLC, or its successor or assigns has no further deed or mortgage interests in Carriage Hill Subdivision, the BWM Land, LLC or its successor/s delegate members of the Architectural Control Committee shall transfer and assign Architectural Control to the Edgewater Owners Association.

2(C). Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Subdivision, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Control Committee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available, the Architectural Control Committee may record in the appropriate land records office a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee or the members thereof assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans specifications. Neither Declarant, the Architectural Control Committee, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he/she will not bring any action or suit against Declarant, the Architectural Control Committee, employees, and agents of any of them to recover any such damages and hereby releases, remise, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

As the property in Carriage Hill Subdivision has or will be annexed into the Edgewater Owners Association and also subject to the Protective Covenants for Edgewater, as amended, plans for new construction and modifications to existing structures must also be submitted to the Edgewater Owners Association Architectural Review Committee for approval.

3. All residences shall contain a minimum of 2200 square feet of centrally heated and cooled living space which space shall specifically exclude, without limitation, open porches, garages and unfinished storage areas.

4. No building shall be located on any Lot nearer the front lot line or nearer to the side and rear lot lines than the minimum building setback lines required per the recorded plat. The setback

lines are as follows: Front set back: Twenty-five feet (25 ft.) on lots 1 through 7 and 39 through 41, Twenty-two feet (22 ft.) on lots 8 through 38. Rear setback line: Twenty-five feet (25ft.); Side setback lines – Eight feet (8 ft.), except on corner lots where the side setback line common to the street shall be twenty feet (20 ft.). For the purpose of this Covenant, eaves, steps and overhang stoops shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. In order to insure the privacy of each Owner, and to insure a development that is aesthetically pleasing, no dwelling shall be built where the front-most portion of the dwelling is further from the front lot line than 100 feet. In the event Declarant shall decide, in its sole discretion, that strict enforcement of the setback lines and distances contained herein, would work unnecessary hardship in any specific case, then Declarant shall have the right to waive the setback requirement contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of Madison County, Alabama.

5. Easements for installation and maintenance of utilities and drainage facilities and planting screens and entry signs are reserved as shown on the recorded plat.

6. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property.

No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

During the period of construction, it shall be the responsibility of the lot owner to insure that the builder, or any other contractor or subcontractor working on the premises, keeps the Lot and job site in a clean and safe condition. All trash and construction debris shall be contained in a refuse container and such container shall be removed and emptied on a periodic basis when full or unsightly. All portable toilet facilities must be placed on the Lot no nearer to the street than the front-most corner of the house. No dirt, gravel or other construction material may be dumped or stored on the street or sidewalk. During construction, the lot owner must insure that a temporary gravel driveway is constructed from the street to the building area and that mud or other debris is kept off the street and sidewalks. The lot owner shall be subject to a fine as determined by the Architectural Control Committee for failure to comply with this section.

7. No structure of a temporary character including, without limitation, a mobile home, a trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No permanent out building of any kind may be constructed or placed on the lot and any detached garage or pool house must be approved by the Architectural Control Committee.

8. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than nine square feet advertising the property for sale or rent or a sign

used by a builder to advertise the property during the construction sales period. Entry signs placed by the Developer are excluded from this restriction. Only two (2) signs may be placed on a Lot during the construction period. All other signs must be approved by the Architectural Control Committee.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any Lot.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not generate offensive noise or odor.

11. No Lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. The authority of the Architectural Control Committee shall include the approval of construction plans, plot plans showing the location of the dwelling and any and all other structures to be located on said Lot, landscape plans, exterior paint colors, exterior materials and color, roof type and color of singles. The builder and subsequent owner of a residence shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Architectural Control Committee.

13. Sidewalks are required and are to be four feet (4') wide and be parallel to curb and nearest point located 2 feet (2') from back of curb and are the responsibility of the builder and/or lot owner. Construction of sidewalks shall be no later than one year after the closing date of the Lot purchase.

14. No Basketball goals, swimming pool slides or other related swimming pool equipment or other sports related equipment including swing sets may be placed on a Lot without the prior written consent of the Architectural Control Committee. This committee may develop standards for the community relating to this equipment and its location on the Lot.

15. Front entry garages and driveways are prohibited unless approved by the Architectural Control Committee. No garage shall be built that shall accommodate less than two (2) cars, i.e. no single car garages are allowed. All driveways leading to garages shall be of concrete material. All garages are to be accessed by rear alley. No garages are to be accessed off the street.

16. The Architectural Control Committee will issue guidelines detailing acceptable fence styles, but in no event will a woven wire, hog wire or barbed wire fence be approved. Prior to starting construction of any fence, a plan showing where the fence is to be located and a cross section of the fence must be submitted for approval to the Architectural Control Committee. The design and location must be approved by the Architectural Control Committee. It shall be the responsibility of each Owner and Occupant to preserve and maintain all fencing, including repairing and repainting, as necessary, to ensure quality standards acceptable to the Architectural Control Committee, in its sole discretion. Fences shall not be built to enclose any portion of the front yard on any lot.

17. All dwellings to have minimum of 2200 square feet of heated living area. Roofs of all dwelling shall be of Architectural grade shingles, roof pitch to be 7/12 or greater. Except as may be permitted by the Architectural Control Committee, the exterior material of all improvements should

be predominately brick, stone, or stucco. The Architectural Control Committee will consider improvements with other exterior materials, but under no circumstances may such improvements be constructed of natural, untreated, or stained wood. All such wood or siding materials must be painted. No owner shall change the roof type, color of shingles, brick type, color of brick, or paint without prior written consent of the Architectural Control Committee. All fireplace flues and chase must be constructed of the same materials as the most predominate material on the house. For example, if the house is predominately brick then the fireplace flue or chase must be brick. On homes where the fireplace chases or flues are on the roof and not on an outside wall this policy may be waived but only if it is approved by the Architectural Control Committee in writing.

18. Landscaping. The purpose of this restriction is to promote landscape development of single-family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the Architectural Control Committee. Any major changes in landscaping must be approved in accordance with the Edgewater Restrictive Covenants.

Guidelines for Landscaping Planning:

(a) Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community. Existing trees that are saved through the home construction process can be counted and deducted from the overall tree requirement.

General Landscape Requirements:

(a) A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:

(i) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.

(ii) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.

(d) Existing trees shall be preserved unless removal is part of an approved plan.

(e) The lot shall be completely landscaped. However, planned natural areas are encouraged. Integration of existing rock in natural and planter area are encouraged.

19. Screening of Heating and Cooling Units. All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with either vegetation, brick, and/or stone. If vegetation is used it must create a walled off effect. The screening is encouraged on all sides of the equipment but is required on the front and side of the equipment.

20. Corner Lots. On all corner lots, residences shall be built parallel to one of the streets; the garage must serve from the rear alley so that no garage will face any street at a ninety degree angle.

21. All mailboxes, erected on any Lot or street right-of-way, must conform to one standard design. A design will be provided as approved by the Architectural Control Committee and

such design will be made available to the Owner upon approval of building plans by the Architectural Control Committee.

22. Carriage Hill Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

23. Enforcement of these Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damage.

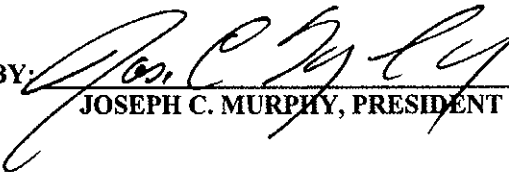
24. Invalidation of any one of these Covenants by Judgment or court order shall in no way affect any of the provisions which will remain in full force and effect.

25. The property in Carriage Hill Subdivision, Phase I, shall also be subject to the restrictions set out in Declaration of Protective Covenants for Edgewater filed October 21, 1986 in Document Book 682, Page 619, Probate Records of Madison County, Alabama, as amended. In the event of a conflict in the said Restrictions for Edgewater and those set out in the herein Carriage Hill Restrictions, the Edgewater Restrictions shall control.

In Witness Whereof, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed their signature to this document this 21 day of Feb, 2006.

BWM LAND, LLC

BY: MADISON LAND RESOURCES, INC.

BY: 
JOSEPH C. MURPHY, PRESIDENT

BY: BONNER-WARREN COMPANY, LLC., MEMBER

BY: 
E. WAYNE BONNER, MEMBER

BY: 
BLAND R. WARREN, MEMBER